

OCT 14 2020

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File No: 19-00728-0-CD5-JPG-20906017 (1910-00)
Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA

VENTURA COUNTY, VENTURA DISTRICT

CAVALRY SPV I, LLC, as assignee of
CITIBANK, N.A.,

Plaintiff,

vs.

JUDITH CHARBONNEAU
AKA JUDITH M CHARBONNEAU,
DOES 1 to 10, Inclusive,

Defendant(s),

Case No.

"Unlimited Liability Case"

COMPLAINT FOR ACCOUNT STATED;
MONEY LENT

DEMAND AMOUNT: \$25,030.00

By FAX

Plaintiff, CAVALRY SPV I, LLC, as assignee of CITIBANK, N.A., as issuer of the
AADVANTAGE credit card account, complains of Defendants, and each of them, singularly and
collectively, that:

1. The true names and capacities of Defendants herein sued by the fictitious names as
DOES 1 to 10, Inclusive, are unknown to Plaintiff, who therefore sues those Defendants under,
pursuant to, and in accordance with the provisions of Section 474 of the Code of Civil Procedure.
Plaintiff will ask leave of court to amend this complaint as and when the true names and

SB

WMS

1 capacities of Defendants named herein as DOES 1 to 10 have been ascertained.

2 2. At all times herein mentioned, Defendants, and each of them, were the agents, servants
3 and employees of each other and every remaining Defendant, and in doing the things alleged,
4 were acting in the course and scope of said authority of such agents, servants, and employees.
5

6 3. Plaintiff is now and was at all times herein mentioned a limited liability company,
7 authorized to do business in the State of California.

8 4. Plaintiff is a debt buyer as defined by Section 1788.50 of the CA Civil Code.

9 5. Section 1788.50 of the CA Civil Code is applicable to this action as the debt subject to
10 this lawsuit was purchased by Plaintiff after January 1, 2014.
11

12 6. Plaintiff is in compliance with Section 1788.52 of the CA Civil Code . Attached hereto
13 as Exhibit A is a true and correct copy of a monthly account statement that was sent to the
14 Defendant while the account was active, which demonstrates that the debt was incurred by the
15 Defendant.
16

17 7. The nature of the underlying debt is a credit agreement entered into between the charge-
18 off creditor and the Defendant. As part of the agreement, Defendant obtained credit to use for the
19 purchase of certain goods and services.

20 8. The name of the charge-off creditor is CITIBANK, N.A., as issuer of the
21 AADVANTAGE credit card account, and the address of the charge-off creditor at the time of
22 charge-off was PO BOX 78045 Phoenix, AZ 85062-8045 . The charge-off account number is
23 XXXXXXXXXXXXX3918.
24

25 9. The name and last known address of the Defendant as they appeared in the charged-off
26 creditor's records prior to the sale of the debt was JUDITH CHARBONNEAU, 262 Donner Ave
27 Ventura, CA 93003.
28

1 10. The name and address of all entities that purchased the debt after charge-off are:
2 CAVALRY SPV I, LLC, 500 Summit Lake Drive, Suite 400, Valhalla, New York 10595.

3 11. Plaintiff is informed and believes and thereon alleges that Defendant JUDITH
4 CHARBONNEAU AKA JUDITH M CHARBONNEAU is an individual who resides in the City
5 of Ventura, County of Ventura, State of California.
6

7
8 FIRST CAUSE OF ACTION

9 Account Stated

10 (Against All Defendants)

11
12 12. Plaintiff repeats and repleads and incorporates by reference the allegations made in
13 Paragraphs 1 through 11 of this complaint.

14 13. The debt balance at charge-off was \$25,300.03, and upon information and belief there
15 is \$0.00 in post charge-off fees and \$0.00 in post charge-off interest.
16

17 14. On May 18, 2017, defendants were indebted to the charge-off creditor, CITIBANK,
18 N.A., as issuer of the AADVANTAGE credit card account, in the charged-off sum of \$25,300.03
19 on an account stated in writing. This CITIBANK, N.A., as issuer of the AADVANTAGE credit
20 card account was for credit card purchases and/or cash advances and Defendant was billed monthly
21 and failed to dispute as required under the Federal Fair Billing Act applicable to such account (15
22 USC § 1666 et seq.).
23

24 15. The date of last payment made on the account was October 16, 2016.

25 16. Prior to filing this complaint, all right, title and interest in the account which is the
26 subject of this lawsuit, Account Number XXXXXXXXXXXXX3918, was sold and assigned by
27 CITIBANK, N.A., as issuer of the AADVANTAGE credit card account, to CAVALRY SPV I,
28

1 LLC. CAVALRY SPV I, LLC is the sole owner of the debt at issue.

2 17. Subsequent to charge-off, credits/adjustments were applied to the account. Plaintiff is
3 seeking recovery of the account balance for the sum of \$25,030.00.
4

5 18. Plaintiff made demand on defendants for payment of that sum.

6 19. Neither the whole nor any part of the above sum has been paid, although payment has
7 been demanded, leaving a balance due, owing and unpaid to Plaintiff in the Principal amount of
8 \$25,030.00, and costs of suit.
9

10
11 **SECOND CAUSE OF ACTION**

12 **Money Lent**

13 **(Against All Defendants)**

14 20. Plaintiff repeats and repleads and incorporates by reference the allegations made in
15 Paragraphs 1 through 19 of this complaint.
16

17 21. Within the last four years, Defendant became indebted to the charge-off creditor,
18 CITIBANK, N.A., as issuer of the AADVANTAGE credit card account, in the charged-off sum of
19 \$25,300.03 for money lent to or paid out for the benefit of Defendant at his/her request, based on
20 Defendant's use and benefit of his/her account.
21

22 22. The date of last payment made on the account was October 16, 2016.

23 23. Subsequent to charge-off, credits/adjustments were applied to the account. Plaintiff is
24 seeking recovery of the account balance for the sum of \$25,030.00.

25 24. Neither the whole nor any part of the above sum has been paid, although payment has
26 been demanded, leaving a balance due, owing and unpaid to Plaintiff in the Principal amount of
27 \$25,030.00, and costs of suit.
28

1 WHEREFORE, plaintiff prays for judgment against Defendants, and each of them, jointly
2 and severally, as follows:
3

4
5 FOR THE FIRST CAUSE OF ACTION

- 6 (1) Principal of damages in the sum \$25,030.00;
7 (2) Costs of Suit and;
8 (3) Such other relief as the Court may deem just and proper.
9

10
11 FOR THE SECOND CAUSE OF ACTION

- 12 (1) Principal of damages in the sum \$25,030.00;
13 (2) Costs of Suit and;
14 (3) Such other relief as the Court may deem just and proper.
15

16 **Winn Law Group, A P.C.**
17

18
19 Dated: October 14, 2020

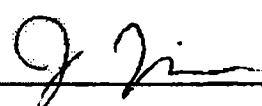
20 
21 [] Brian N. Winn
22 [] Laura M. Hoalst
23 [] Jacky P. Wang
24 [] Jason M. Burrows
25 [] Cherrie Y. Tan
26 [] Katrina Trinh
27 [X] Juan Villanueva
28 Attorney for Plaintiff

EXHIBIT “A”

JUDITH CHARBONNEAU

Member Since 2011 Account number ending in 3918

Billing Period: 09/21/16-10/20/16

How to reach us

www.citicards.com

1-888-766-CITI(2484)

BOX 6500 SIOUX FALLS SD 57117

Minimum payment due: **\$1,152.05**
New balance: **\$23,162.20**
Payment due date: **11/16/16**

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased up to the variable Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	32 year(s)	\$47,469

For information about credit counseling services, call 1-877-337-8187.

You are over your credit limit. Please pay at least the minimum payment due, which includes an overlimit amount of \$662.20.

Account Summary

Previous balance	\$22,128.46
Payments	-\$516.06
Credits	-\$0.00
Purchases	+\$1,290.95
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$258.85

New balance **\$23,162.20**

Credit Limit

Revolving Credit limit **\$22,500**
Includes \$0 cash advance limit

AMERICAN AIRLINES
AADVANTAGE® MILES

AAdvantage® Miles Reported
to American Airlines:

1,377

» See page 3 for more information
about your rewards

**Your Account Is
enrolled in AutoPay.**

Minimum payment due **\$1,152.05**
New balance **\$23,162.20**
Payment due date **11/16/16**

Amount enclosed:

Account number ending in 3918

JUDITH CHARBONNEAU
262 DONNER AVE
VENTURA CA 93003-2420

CITI CARDS
PO BOX 78045
Phoenix, AZ 85062-8045

Account Summary

Trans date	Post date	Description	Amount
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Payments, Credits and Adjustments

10/6		AUTOPAY 999990000038061RAU*OPAY AUTO-PMT	\$36.06
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Standard Purchases

08/21	09/21	REVERSE PLN*HOTEL-BOOK-ONLINE 877-477-7	\$120.00
09/23	09/23	MICROSOFT *OFFICE 36 800-642-7676 WA	\$9.99
10/10	10/10	BARNES&NOBLE*COM 800-843-2665 NY	\$7.99
10/10	10/10	AMERICAN00123957744050 08004337300 TX	\$11.20
NAME: STEELE/MATTHEW			
DEPART: 10/28/16			
BUR TO PHX : AA: CLASS: Y : STOP: O			
PHX TO DEN : AA: CLASS: Y : STOP: X			
DEN TO PHX : AA: CLASS: Y : STOP: X			
PHX TO BUR : AA: CLASS: Y : STOP: X			
10/10	10/10	NETWORK MARKETING PRO 316-8543304 MS	\$19.95
10/10	10/10	AMERICAN00106388034314 08004337300 TX	\$75.00
NAME: CHARBONNEAU/JUDITH			
DEPART: 10/10/16			
FFP TO FEE : AA: CLASS: Y : STOP: O			
10/15	10/15	LEGALSHIELD *MEMBRSHI 8006547757 OK	\$19.95
10/18	10/18	B&N MEMBERSHIP RENEWAL 866-238-7323 NY	\$26.87

Fees charged

Total fees charged in this billing period	\$0.00
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Interest charged

Date	Description	Amount
10/20	INTEREST CHARGED TO STANDARD PJRCH	\$258.85
Total interest charged in this billing period		\$258.85

2016 totals year-to-date

Total fees charged in 2016	\$120.00
Total interest charged in 2016	\$2,675.49

Billing Disputes

THE FOLLOWING CONDITIONAL CREDIT WAS REVERSED
SINCE IT WAS DETERMINED TO BE A VALID CHARGE -
ADJUSTMENT MADE BELOW

08/21	PLN*HOTEL-BOOK-ONLINE 877-477-7441 CT	\$120.00
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Interest charge calculation

Days in billing cycle: 30

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	13.49% (V)	\$23,345.39 (D)	\$258.85
ADVANCES			
Standard Adv	25.49% (V)	\$0.00 (D)	\$0.00

AMERICAN AIRLINES
AADVANTAGE® MILES
REPORTED:

1,377

Purchase	1,291
Bonus	86

Accumulated This Month 1,377

» Visit aa.com/aadvantage to
redeem miles, book flights and
much more

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Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

Your next AutoPay payment of \$516.06 will be deducted from your bank account on 11/16/2016. Please note that the next AutoPay payment may be reduced if you have made additional payments or received any credits during the current billing cycle.

Remember, any charges above your revolving credit limit **MUST BE PAID IN FULL** by your statement's payment due date.

The minimum payment due displayed on this statement includes your past due, the purch/adv minimum payment due, and transactions that exceed your revolving credit line.